DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS OF COUNTRY ESTATES SUBDIVISION NO. 2 PARK COUNTY, WYOMING

THIS DECLARATION, made this 25th day of March, 1986, by HAROLD R. MUSSER, a single person, hereinafter referred to as "DECLARANT," as owner of the following described property in Park County, Wyoming, to-wit:

Country Estates Subdivision No. 2 being part of N½NE¼ Tract 70, T.53N., R.101W, 6th P.M. (Resurvey) in the City of Cody, Wyoming.

Said Plat having been recorded in the office of the Recorder of Deeds of Park County, Wyoming.

WHEREAS, it is the desire and intention of the DECLARANT to sell the above described real property and to impose upon it mutual and beneficial restrictions, conditions, easements and covenants under a general plan or scheme of improvement for the benefit of said lands and the future owners of said lands.

NOW, THEREFORE, said DECLARANT hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the lands; and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the lands and every part thereof, and all of which shall run with the lands and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof.

I

DECLARANT

Whenever the term "DECLARANT" appears herein, it shall include the DECLARANT hereof, its successors or assigns.

II

DURATION OF RESTRICTIONS

All of the conditions, covenants, and restrictions set forth in this Declaration of Restrictions shall continue and remain in force and effect at all times against said property and the owners thereof, subject to the right of change or modification provided for herein for a period of ten (10) years or until 100% of the lots have been sold and residences have been built upon them, whichever first occurs.

III

MUTUALITY OF BENEFIT AND ENFORCEMENT

All of said restrictions, conditions, easements, covenants, provisions, agreements, liens and charges set forth herein are made for the mutual and reciprocal benefit of each and every lot shown on said map and are intended to create mutual, equitable servatudes upon each of said lots in favor of each and all other lots shown on said map; to create reciprocal rights between the respective owners of all the lots shown on said map; to create a privity of contract and estate between the grantees of said lots, and their heirs, successors and assigns; and shall as to the owner of each lot in said subdivision, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all others lots in said subdivision and their respective owners.

IV

ARCHITECTURAL CONTROL COMMITTEE

All plans and specifications for any building, fence, or other structure to

be erected or placed on any lot, and the proposed location thereof on such lot, together with the roof and exterior color scheme thereof, and any later changes or additions thereto, shall be subject to and shall require the approval, in writing, of the Architectural Control Committee (hereinafter referred to as the "ACC") before any such construction, remodeling, or other work is done.

The ACC shall approve or disapprove such plans within 30 days of receipt thereof.

The ACC shall have the right to disapprove any plans submitted to it if, in its sole discretion, the design or color scheme of the proposed building is not in harmony with the general surroundings.

All decisions of the ACC shall be final. Neither the DECLARANT, the ACC, nor any architect or agent thereof shall be responsible in any way for the defects in any plans or specifications submitted, revised, or approved in accordance with this provision.

The ACC shall be composed of three members who, from time to time, may be so appointed by the Declarants.

Guidelines from the Architectural Control Committee are for residential structures to have natural wood, brick, or stone, or combination of the above on the exterior walls, and cedar shakes or shingles on the roofs. No metal building of any kind shall be allowed on any residential lot.

The Architectural Control Committee may approve, at their discretion, reasonable plans that are at variance with these covenants.

V

LAND USE

All lots of the subdivision shall be used as set forth herein and such designated usage can be changed only by the approval of the Architectural Control Committee as provided for herein and the city zoning can be changed by the City Council of the City of Cody, Wyoming.

Lots 1-5, A Residential
Tract A, A Residential
Tract B, D-3 Commercial
Tract C, D-3 Commercial
Tract D, City Park - Open Space Area
Tract E, City Park - Open Space Area
Tract F, D-3 Commercial

There shall be no further subdividing of Lots 1, 2, 3, 4, and 5, located in the SW corner of this subdivision.

IV

STRUCTURES

No building shall be erected or permitted to remain on residential lots, 1 through 5, having a floor area of less than 1500 square feet when measured to exterior walls exclusive of basements, attics, garages, and porches. No old or recond band structures shall be moved onto any of said residential lots; it being the intention hereof that all dwellings and other buildings to be erected on said lots shall be new construction of good quality workmanship and materials.

All construction commenced shall be pursued with reasonable diligence and shall be completed in not less than three-hundred sixty-five (365) days and no uncompleted structure shall be used as a residence.

VII

TEMPORARY STRUCTURES

No structures of a temporary nature, trailer, basement house, tent, shack, garage, barn or other outbuildings shall be used at any time as a residence either temporarily or permanently, nor shall said structures be permitted on

said property at any time.

VIII

PETS AND LIVESTOCK

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any residential lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Such animals as are permitted shall be strictly controlled and kept pursuant to city ordinances.

IX

APPEARANCE OF LOTS

Each residential lot, at all times, shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed on any residential lot so they are visible from any neighboring residential lot or road, except as necessary during a period of construction. No residential lot shall be used in whole or in part for the storage of any property or thing that will cause such a lot to appear in an unclean, disorderly or untidy condition or that will be otherwise obnoxious.

X

IRRIGATION EASEMENT

All lots located within the subdivision are subject to an easement and right-of-way for the maintenance and installation of irrigation ditches in accordance with the below terms and conditions:

a. The Architectural Control Committee shall have the right to designate the location of all irrigation and drainage ditches located upon the subdivision.

b. The owner of each lot within the subdivision shall maintain and clean, at his own expense and cost, any and all irrigation and drainage ditches located on or which traverse his lot, or which may hereafter be located upon or traverse his lot.

c. The owner of each lot shall cooperate with the owners of all other lots within the subdivision to effectively and efficiently distribute water flowing in and through said irrigation system.

XI

OFFENSIVE ACTIVITIES

No noxious or offensive activities shall be carried on upon any residential lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No person shall park or leave standing on any residential lot, or street abutting thereon, any motor vehicle which shall not have a current registration, or which shall be in a state of disrepair or being used to supply substitute or junk parts for other vehicles.

XII

ENFORCEMENT

Any violation of these covenants, conditions and restrictions may be enjoined in a court of law or equity by the undersigned or by an owner of record of one or more lots in the subdivision, and any person violating said covenants, conditions or restrictions shall be liable for damages to the remaining owners of said lots in the subdivision.

XIII

INVALIDATION

In the event any one or more of these covenants herein contained is rendered

invalid or unenforcible by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall, none-the-less, remain in full force and effect for and during the full term hereof.

WITNESS my hand this 25th day of March, 1986.

Harold R. Musser

STATE OF WYOMING)
)SS
COUNTY OF PARK)

The foregoing instrument was acknowledged before my by Harold R. Musser this 25th day of March, 1986.

Witness my hand and official seal.

Notary Public

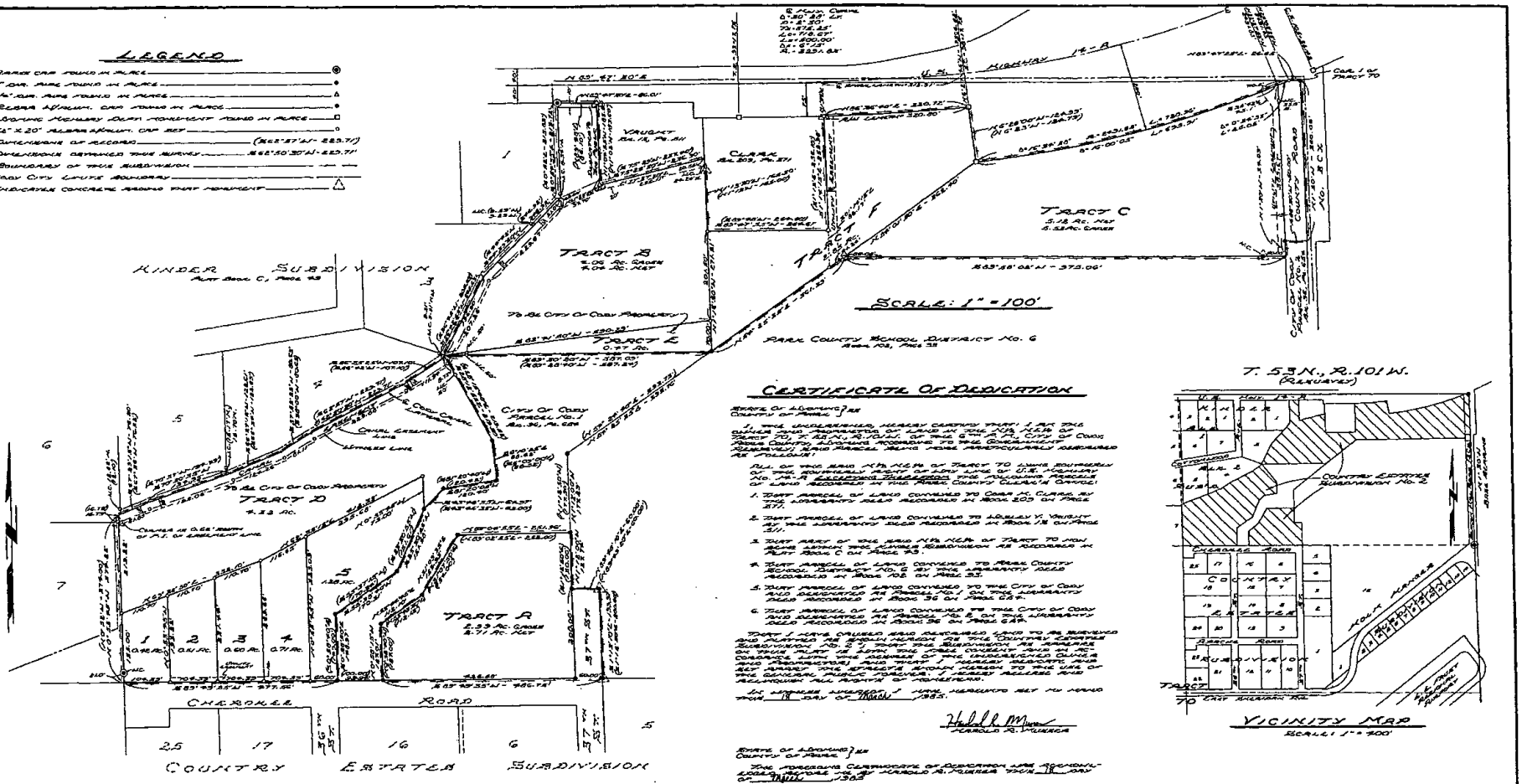
NOTARY PUBLIC

My Commission Expires: June 30, 1987

State of Wyoming
County of Park } ss
This instrument was filed for record
on the 25th day of March
1986 at 3:15 o'clock P. m. and
duly recorded in Microfilm Book 125
records on page 542
MARIE FONTAINE, Register of Deeds
By Deputy
No. 227712

LEGEND

- Barrel cap found in place
- 1" dia. pipe found in place
- 3/4" dia. pipe found in place
- Alum. Mon. cap found in place
- Monuments found in place
- 24" x 20" Alum. cap set
- Dimensions of record (Rec. 27'W/- 223.71')
- Dimensions obtained this survey N 66°50'30"W/- 223.71'
- Boundary of this subdivision
- Cody City Limits Boundary
- Indicates concrete marking point monument



Certificate of Dedication

State of Wyoming } ss
County of Park }

I, the undersigned, hereby certify that I am the owner of the following described land in the N½ N½ of Tract 70, T. 53 N., R. 101 W., 6th P.M., City of Cody, Park County, Wyoming according to the Government Resurvey, and parcel plans herein particularly described as follows:

All of the land N½ N½ of Tract 70 lying southerly of the northerly boundary of U.S. Highway No. 14-A excepting therefrom the following parcels of land recorded in the Park County Clerk's Office:

1. That parcel of land conveyed to Cody City by the warranty deed recorded in Book 200 on Page 277.
2. That parcel of land conveyed to Hawley V. Vaught by warranty deed recorded in Book 78 on Page 311.
3. That part of the land N½ N½ of Tract 70 now being platted into Kinder Subdivision as recorded in Plat Book C on Page 49.
4. That parcel of land conveyed to Park County School District No. 6 by the warranty deed recorded in Book 108 on Page 33.
5. That parcel of land conveyed to the City of Cody and dedicated as Parcel No. 1 on the warranty deed recorded in Book 36 on Page 224.
6. That parcel of land conveyed to the City of Cody and dedicated as Parcel No. 2 on the warranty deed recorded in Book 36 on Page 224.

Together with a public road right-of-way to be surveyed and platted as a public street in the Country Estates Subdivision No. 2 in the City of Cody, Park County, Wyoming as shown on this plat, to be kept free, clear, and open for the public forever; I hereby release and relinquish all rights of homestead.

In witness whereof I have hereunto set my hand this 18 day of March, 1983.

Harold R. Villeira
Harold R. Villeira

State of Wyoming } ss
County of Park }

The foregoing certificate of dedication was acknowledged before me by Harold R. Villeira this 18 day of March, 1983.

Witness my hand and official seal.

Mary C. Cody
Notary Public

My commission expires: Sept. 26, 1988

Vicinity Map
Scale: 1" = 400'

Certificate of Surveyor

State of Wyoming } ss
County of Park }

I, Paul R. Bloch of Cody, Wyoming, hereby certify that I have made from January 18, 1983 to March 13, 1983, the Country Estates Subdivision No. 2, as surveyed by me and under my direction; that said subdivision is correctly represented on this owner's certificate of dedication on this plat, which is drawn to a scale of 1 inch equals 100 feet. The metes and bounds and the dimensions of lots are given in feet and hundredths of a foot, and any surplus or deficiency is distributed uniformly in proportion to the measurements shown on this plat. Each lot bears its own number. All lot corners are set as shown on this plat. The exterior of Tract 70 (N½ N½) has been set a bearing base for all bearings shown.

Wyoming Registration No. 2388 L.S.
Paul R. Bloch

Note: The monuments shown set in concrete will note the concrete marking them on or before July 31, 1983.

Approval

Approved this 5th day of April, 1983 by the City Council of Cody, Wyoming.

By: Doris Miller
Mayor
Doris Miller, Ctr.

Attest: James S. Smith
City Clerk
James S. Smith

State of Wyoming } ss
County of Park }

The foregoing approval was acknowledged before me by Doris Miller, Mayor, and James S. Smith, City Clerk, this 5th day of April 1983.

Witness my hand and official seal.

Virginia Nielsen
Notary Public

My commission expires: 6-19-87

State of Wyoming } ss
County of Park }
This instrument was filed for record on the 5 day of April 19 83 at 1:00 o'clock P.M. and was recorded in Book 1 of Plats Page 128 Fee $ 20.00
Recorded by [illegible]
Fee paid
[illegible]
Recorder

Plat Showing
Country Estates Subdivision No. 2

Being Part of N½ N½ Tract 70
T. 53 N., R. 101 W., 6th P.M. (Resurvey)
In the City of Cody, Wyoming

Bloch, Bloch & Co. — Consulting Engineers
Cody, Wyoming — March, 1983